

**FIRST AMENDMENT TO AND THIRD EXTENSION OF  
PROFESSIONAL SERVICES AGREEMENT FOR  
SHORT TERM RENTAL PERMITTING, COLLECTIONS  
AND COMPLIANCE SERVICES**

THE STATE OF TEXAS           §  
  §  
THE COUNTY OF BEXAR       §

This *First Amendment To And Third Extension Of Professional Services Agreement For Short Term Rental Permitting, Collections And Compliance Services* (“First Amendment and Third Extension”) is made and entered into by and between the **CITY OF SAN ANTONIO** (hereinafter referred to as “City”), a Texas Municipal Corporation, acting by and through its Deputy Chief Financial Officer, and **HOST COMPLIANCE, LLC**, a **wholly owned subsidiary of Granicus, LLC**, acting by and through its duly authorized officials (hereinafter referred to as “Consultant”). City and Consultant are sometimes hereinafter referred to as the “Parties”.

**WHEREAS**, pursuant to Ordinance No. 2018-11-15-0915, passed and approved November 15, 2018, the City and Consultant entered into that one certain *Professional Services Agreement For Short Term Rental Permitting, Collections And Compliance Services* (“Agreement”), providing for Consultant to provide the services described therein for a one (1) year period beginning December 21, 2018 and ending December 20, 2019, with two (2), one (1) year options to extend the Agreement; and

**WHEREAS**, the Agreement was renewed by the Parties for its first one (1) year renewal term beginning December 21, 2019 and ending December 20, 2020, upon the same terms and conditions, pursuant to that certain *First Extension Of Professional Services Agreement For Short Term Rental Permitting, Collections And Compliance Services* (“First Extension”); and

**WHEREAS**, the Agreement was renewed by the Parties for its second one (1) year renewal term beginning December 21, 2020 and ending December 20, 2021, upon the same terms and conditions, pursuant to that certain *Second Extension Of Professional Services Agreement For Short Term Rental Permitting, Collections And Compliance Services* (“First Extension”); and

**WHEREAS**, the Parties desire to amend **ARTICLE II. TERM**, Section 2.2 of the Agreement to provide for one additional one (1) year term, to commence December 21, 2021 and end December 20, 2022; **NOW, THEREFORE:**

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FOR THE GOOD AND VALUABLE CONSIDERATION OF THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THE OTHER, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

**I. AMENDMENT OF AGREEMENT**

1.1 **ARTICLE II. TERM**, Section 2.2 of the Agreement is hereby amended so that it shall hereafter read as follows:

“2.2 City shall have the right to extend the Agreement under the same terms and conditions for one (1) additional one (1) year term pursuant to a written agreement signed by the Parties. The additional term shall commence December 21, 2021 and end December 20, 2022. The consent of City's City Council for either of such extensions shall not be required.”

**II. INCORPORATION OF TERMS AND CONDITIONS OF CONTRACT BY REFERENCE**

2.1 Except as revised by this First Amendment and Third Extension, all terms and conditions of the Agreement are incorporated into this First Amendment and Third Extension, are made a part hereof for all purposes, and shall remain in full force and effect.

**III. RENEWAL AND EXTENSION OF AGREEMENT**

3.1 As amended pursuant to ARTICLE I, Section 1.1 above, the Agreement is hereby renewed and extended under the same terms and conditions for the third one (1) year renewal term beginning December 21, 2021 and ending December 20, 2022.

**IV. CONFLICT PROVISIONS**

4.1 Any conflict between the provisions of this Second Extension and the provisions of the Agreement shall be resolved in favor of this Second Extension.

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**IV. ENTIRE AGREEMENT**

The Agreement, as amended and extended as set forth above, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

EXECUTED and AGREED TO this the \_\_\_\_ day of \_\_\_\_\_, 2021, to be effective from and after December 21, 2021.

**CITY:**

CITY OF SAN ANTONIO

**LICENSEE:**

HOST COMPLIANCE, LLC  
a Granicus Company

\_\_\_\_\_  
Troy Elliott, CPA  
Deputy Chief Financial Officer

BY: \_\_\_\_\_  
Jessica Yang  
Manager of Business and Contracts  
Granicus LLC

\_\_\_\_\_  
Brendan Stierman  
Contracts Manager  
Granicus LLC

Approved as to form:

\_\_\_\_\_  
Robert K. Nordhaus  
Assistant City Attorney